

**STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan.**

0 Valuation of Security

0 Assumption of Executory Contract or Unexpired Lease

0 Lien Avoidance

Last revised: September 1, 2018

**UNITED STATES BANKRUPTCY COURT  
District of New Jersey**

In Re: Thomas J. Bubryckie, Jr.

Case No.: 15-21415

Judge: \_\_\_\_\_

Debtor(s)

**CHAPTER 13 PLAN AND MOTIONS**

☐ Original

☒ Modified/Notice Required

Date: \_\_\_\_\_

☐ Motions Included

☐ Modified/No Notice Required

THE DEBTOR HAS FILED FOR RELIEF UNDER  
CHAPTER 13 OF THE BANKRUPTCY CODE.

**YOUR RIGHTS MAY BE AFFECTED**

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the *Notice*. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the *Notice*. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

**The following matters may be of particular importance. Debtors must check one box on each line to state whether the plan includes each of the following items. If an item is checked as "Does Not" or if both boxes are checked, the provision will be ineffective if set out later in the plan.**

**THIS PLAN:**

☐ DOES ☒ DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

☐ DOES ☒ DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

☐ DOES ☒ DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney jsw Initial Debtor: TJB Initial Co-Debtor \_\_\_\_\_

### Part 1: Payment and Length of Plan

a. The debtor shall pay \$423.00 Monthly \*\*\* to the Chapter 13 Trustee, starting on July 1, 2016 for approximately 60 months.

\*\*\*\$3300.00 paid to date for months 1-34

\$423.00 for months 35-60

b. The debtor shall make plan payments to the Trustee from the following sources:

- ☒ Future Earnings  
☐ Other sources of funding (describe source, amount and date when funds are available):

c. Use of real property to satisfy plan obligations:

☐ Sale of real property  
Description:  
Proposed date for completion: \_\_\_\_\_

☐ Refinance of real property:  
Description:  
Proposed date for completion: \_\_\_\_\_

☐ Loan modification with respect to mortgage encumbering property:  
Description:  
Proposed date for completion: \_\_\_\_\_

d. ☐ The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.

e. ☒ Other information that may be important relating to the payment and length of plan: total unsecured claims filed are \$10,978.59 and bar date has passed. Debtor has unsecured assets totalling \$24,200.00. However, the Chester property is being surrendered and lender has objected to language that they are being surrendered in full satisfaction and wants to retain the right to possibly file a deficiency claim. Consequently, plan is being modified to include a base dividend (the full amount of the non exempt assets). However, at this point no deficiency claim has been filed for Chester property and total unsecured claims are significantly less than the \$24,200.00.

### Part 2: Adequate Protection

☒ NONE

a. Adequate protection payments will be made in the amount of \$\_\_\_\_ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to \_\_\_\_ (creditor).

b. Adequate protection payments will be made in the amount of \$\_\_\_\_ to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: \_\_\_\_ (creditor).

### Part 3: Priority Claims (Including Administrative Expenses)

a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

Creditor	Type of Priority	Amount to be Paid
Joan Sirkis Warren	Attorney Fees	2,000.00

- b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:  
Check one:  
☒ None  
☐ The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):

Creditor	Type of Priority	Claim Amount	Amount to be Paid
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#### Part 4: Secured Claims

##### a. Curing Default and Maintaining Payments on Principal Residence: ☐ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
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##### b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears: ☒ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
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##### c. Secured claims excluded from 11 U.S.C. 506: ☒ NONE

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

Name of Creditor	Collateral	Interest Rate	Amount of Claim	Total to be Paid through the Plan Including Interest Calculation
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##### d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments ☒ NONE

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

**NOTE: A modification under this section ALSO REQUIRES the appropriate motion to be filed under Section 7 of the Plan.**

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor Interest in Collateral	Annual Interest Rate	Total Amount to Be Paid
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-NONE-

2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

**e. Surrender ☒ NONE**

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral:

Creditor	Collateral to be Surrendered	Value of Surrendered Collateral	Remaining Unsecured Debt
JPMorgan Chase	76 South Road Chester, NJ	\$200,000.00	unknown
MTGLQ Investors			

**f. Secured Claims Unaffected by the Plan ☐ NONE**

The following secured claims are unaffected by the Plan:

Creditor

**g. Secured Claims to be Paid in Full Through the Plan ☒ NONE**

Creditor	Collateral	Total Amount to be Paid through the Plan
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**Part 5: Unsecured Claims ☐ NONE**

**a. Not separately classified** allowed non-priority unsecured claims shall be paid:

☒ Not less than \$ 24,200.00 to be distributed *pro rata*

☐ Not less than \_\_\_ percent

☐ *Pro Rata* distribution from any remaining funds

**b. Separately classified unsecured claims shall be treated as follows:**

Creditor	Basis for Separate Classification	Treatment	Amount to be Paid
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**Part 6: Executory Contracts and Unexpired Leases ☒ NONE**

(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.)

All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed:

Creditor	Arrears to be Cured in Plan	Nature of Contract or Lease	Treatment by Debtor	Post-Petition Payment
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**Part 7: Motions**    ☒ **NONE**

**NOTE: All plans containing motions must be served on all potentially affected creditors, together with local form, *Notice of Chapter 13 Plan Transmittal*, within the time and in the manner set forth in D.N.J. LBR 3015-1. A *Certification of Service, Notice of Chapter 13 Plan Transmittal and valuation* must be filed with the Clerk of Court when the plan and transmittal notice are served.**

**a. Motion to Avoid Liens under 11 U.S.C. Section 522(f).** ☒ **NONE**  
The Debtor moves to avoid the following liens that impair exemptions:

Creditor	Nature of Collateral	Type of Lien	Amount of Lien	Value of Collateral	Amount of Claimed Exemption	Sum of All Other Liens Against the Property	Amount of Lien to be Avoided
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**b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured.** ☒  
**NONE**

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor's Interest in Collateral	Total Amount of Lien to be Reclassified
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**c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured.** ☒ **NONE**

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured
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**Part 8: Other Plan Provisions**

**a. Vesting of Property of the Estate**  
☒ Upon Confirmation  
☐ Upon Discharge

**b. Payment Notices**  
 Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

**c. Order of Distribution**  
 The Standing Trustee shall pay allowed claims in the following order:  
 1) Ch. 13 Standing Trustee Commissions

- 2) Other Administrative Claims
- 3) Priority Claims
- 4) Secured Claims
- 5) Lease Arrearages
- 6) General Unsecured Claims

**d. Post-Petition Claims**

The Standing Trustee ☐ is, ☒ is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

**Part 9: Modification** ☒ NONE

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: \_\_\_\_\_

Explain below <b>why</b> the plan is being modified:	Explain below <b>how</b> the plan is being modified:
debtor was originally going to sell assets to pay plan but now he is simply repaying plan.	plan payment has been increased
section 4-e did not list the home as being surrendered	the chester, nj property is now listed in section 4-e as being surrendered

Are Schedules I and J being filed simultaneously with this Modified Plan? ☐ Yes ☒ No

**Part 10 : Non-Standard Provision(s): Signatures Required**

Non-Standard Provisions Requiring Separate Signatures:

☒ NONE

☐ Explain here:

Any non-standard provisions placed elsewhere in this plan are ineffective.

**Signatures**

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

By signing and filing this document, the debtor(s), if not represented by an attorney, or the attorney for the debtor(s) certify that the wording and order of the provisions in this Chapter 13 Plan are identical to *Local Form, Chapter 13 Plan and Motions*, other than any non-standard provisions included in Part 10.

I certify under penalty of perjury that the above is true.

Date: September 24, 2018

/s/ Thomas J. Bubryckie, Jr.

Thomas J. Bubryckie, Jr.

Debtor

Date: \_\_\_\_\_

Joint Debtor

Date: September 24, 2018

/s/ Joan Sirkis Warren

Joan Sirkis Warren

Attorney for the Debtor(s)



**Certificate of Notice Page 7 of 8**  
 United States Bankruptcy Court  
 District of New Jersey

In re:  
 Thomas J. Bubryckie, Jr.  
 Debtor

Case No. 15-21415-MBK  
 Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0312-3

User: admin  
 Form ID: pdf901

Page 1 of 2  
 Total Noticed: 30

Date Rcvd: Sep 28, 2018

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 30, 2018.

db +Thomas J. Bubryckie, Jr., 10 Frog Hollow Road, Califon, NJ 07830-3549  
 aty +Joel A. Ackerman, Zucker Goldberg & Ackerman, 200 Sheffield Street, Suite 301,  
 Mountainside, NJ 07092-2315  
 cr +JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, SUCCESS, Phelan Hallinan & Schmieg, PC,  
 400 Fellowship Road, Suite 100, Mt. Laurel, NJ 08054-3437  
 515573757 #+CNH Industrial Capital America, PO Box 3600, Lancaster, PA 17604-3600  
 515573756 Chase Home Finance, PO Box 78420, Phoenix, AZ 85062-8420  
 515573758 +Craner, Satkin & Scheer, P.A., 320 Park Ave, Scotch Plains, NJ 07076-1100  
 515573760 +HSBC BANK, PO Box 9, Buffalo, NY 14240-0009  
 515644492 +Hudson City Savings Bank, c/o Parker McCay P.A., 9000 Midlantic Dr., Suite 300,  
 Mt. Laurel, NJ 08054-1539  
 516881165 +M&T Bank as s/b/m to Hudson City Savings Bank, c/o Schiller Knapp Lefkowitz Hertzell LLP,  
 Post Office Box 840, Buffalo, New York 14240-0840  
 515573766 ++MORRISTOWN PATHOLOGY ASSOCIATES PA, PO BOX 500, HACKETTSTOWN NJ 07840-0500  
 (address filed with court: Morristown Pathology Assoc, PA, PO Box 190,  
 Convent Station, NJ 07961)  
 515573763 Morristown Emergency Medical Associates, PO Box 417442, Boston, MA 02241-7442  
 515573764 +Morristown Medical Center, 17 Prospect Street, Morristown, NJ 07960-6862  
 515573765 +Morristown Memorial Hospital, P.O. Box 10219, Newark, NJ 07193-0219  
 515573767 +Panther Valley Property Owners Associati, PO Box 54, Allamuchy, NJ 07820-0054  
 515573770 +SST/CIGPFI Corp, 4315 Pickett Road, Saint Joseph, MO 64503-1600  
 515573771 +SST/SYNOVUS, 4315 Pickett Road, Saint Joseph, MO 64503-1600  
 515573773 The Home Depot/CBNA, PO Box 6497, Sioux Falls, SD 57117-6497

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
 smg E-mail/Text: usanj.njbankr@usdoj.gov Sep 29 2018 00:20:21 U.S. Attorney, 970 Broad St.,  
 Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534

smg +E-mail/Text: ustpreion03.ne.ecf@usdoj.gov Sep 29 2018 00:20:16 United States Trustee,  
 Office of the United States Trustee, 1085 Raymond Blvd., One Newark Center, Suite 2100,  
 Newark, NJ 07102-5235  
 515573754 E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Sep 29 2018 00:29:45 Capital One Bank,  
 PO Box 70884, Charlotte, NC 282720884  
 515786528 E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Sep 29 2018 00:30:14  
 Capital One Bank (USA), N.A., PO Box 71083, Charlotte, NC 28272-1083  
 515573755 E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Sep 29 2018 00:30:44  
 Capital One Bank USA NA, PO Box 30281, Salt Lake City, UT 84130-0281  
 515573759 +E-mail/Text: bknotices@fenton-mcgarvey.com Sep 29 2018 00:19:25  
 Fenton & McGarvey Law Firm, P.S.C., 2401 Stanley Gault Parkway, Louisville, KY 40223-4175  
 515573761 +E-mail/Text: camanagement@mtb.com Sep 29 2018 00:19:55 Hudson City Savings Bank,  
 west 80 century road, Paramus, NJ 07652-1437  
 515947238 +E-mail/Text: camanagement@mtb.com Sep 29 2018 00:19:55 M&T Bank, et al, c/o M&T Bank,  
 Mortgage Payment Processing, One Fountain Plaza, 7th Floor, Buffalo, NY 14203,  
 M&T Bank, et al 14203-1420  
 515947237 +E-mail/Text: camanagement@mtb.com Sep 29 2018 00:19:55 M&T Bank, et al, c/o M&T Bank,  
 Mortgage Payment Processing, One Fountain Plaza, 7th Floor, Buffalo, NY 14203-1420  
 515573768 E-mail/PDF: PRA\_BK2\_CASE\_UPDATE@portfoliorecovery.com Sep 29 2018 00:41:38  
 Portfolio Recovery, 120 Corporate Blvd, Norfolk, VA 23502  
 515782921 E-mail/PDF: PRA\_BK2\_CASE\_UPDATE@portfoliorecovery.com Sep 29 2018 00:30:18  
 Portfolio Recovery Associates, LLC, c/o Orchard Bank, POB 41067, Norfolk VA 23541  
 515573769 +E-mail/PDF: PRA\_BK2\_CASE\_UPDATE@portfoliorecovery.com Sep 29 2018 00:30:18  
 Portfolio Recovery Associates, 140 Corporate BLVD, Norfolk, VA 23502-4952  
 515748207 +Fax: 866-311-5818 Sep 29 2018 00:33:50 Systems & Services Technologies, Inc (SST),  
 4315 Pickett Road, St. Joseph, MO 64503-1600

TOTAL: 13

\*\*\*\*\* BYPASSED RECIPIENTS (undeliverable, \* duplicate) \*\*\*\*\*

515573753 Atlantic Healthcare  
 515573762 Medical Hospital and Doctors  
 515573772 tenant  
 515640767\* +Hudson City Savings Bank, West 80 Century Road, Paramus, NJ 07652-1437  
 515573774 ##+Zucker Goldberg & Ackerman, 200 Sheffield Street, Suite 301, P.O. Box 1024,  
 Mountainside, NJ 07092-0024

TOTALS: 3, \* 1, ## 1

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
 USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address  
 pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

District/off: 0312-3

User: admin  
Form ID: pdf901

Page 2 of 2  
Total Noticed: 30

Date Rcvd: Sep 28, 2018

\*\*\*\*\* BYPASSED RECIPIENTS (continued) \*\*\*\*\*

Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable, the notice recipient was advised to update its address with the court immediately.

Addresses marked '##' were identified by the USPS National Change of Address system as undeliverable. Notices will no longer be delivered by the USPS to these addresses; therefore, they have been bypassed. The debtor's attorney or pro se debtor was advised that the specified notice was undeliverable.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Sep 30, 2018

Signature: /s/Joseph Speetjens

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## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 26, 2018 at the address(es) listed below:

Albert Russo on behalf of Trustee Albert Russo docs@russotrustee.com  
Albert Russo docs@russotrustee.com  
Albert Russo (NA) on behalf of Trustee Albert Russo docs@russotrustee.com  
Andrew L. Spivack on behalf of Creditor JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, SUCCESSOR  
BY MERGER TO CHASE HOME FINANCE LLC nj.bkecf@fedphe.com  
Brian E Caine on behalf of Creditor M&T Bank, et al bcaine@parkermccay.com,  
BKcourtnotices@parkermccay.com  
Brian E Caine on behalf of Creditor HUDSON CITY SAVINGS BANK bcaine@parkermccay.com,  
BKcourtnotices@parkermccay.com  
Craig Scott Keiser on behalf of Creditor JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, SUCCESSOR  
BY MERGER TO CHASE HOME FINANCE LLC craig.keiser@phelanhallinan.com  
Denise E. Carlon on behalf of Creditor MTGLQ INVESTORS, L.P. dcarlon@kmlawgroup.com,  
bkgroup@kmlawgroup.com  
Joan Sirkis Warren on behalf of Debtor Thomas J. Bubryckie, Jr. joan@joanlaverylaw.com  
Lynn Therese Nolan on behalf of Creditor M&T Bank, et al ecfnotices@grosspolowy.com,  
jbommelje@grosspolowy.com  
Michael E. Blaine on behalf of Creditor M&T Bank successor by merger to Hudson City Savings  
Bank  
tshariff@schillerknapp.com; kcollins@schillerknapp.com; ahight@schillerknapp.com; btate@schillerknapp.com  
Nicholas V. Rogers on behalf of Creditor JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, SUCCESSOR  
BY MERGER TO CHASE HOME FINANCE LLC nj.bkecf@fedphe.com  
Richard James Tracy, III on behalf of Creditor M&T Bank, et al rtracy@schillerknapp.com,  
tshariff@schillerknapp.com; kcollins@schillerknapp.com; ahight@schillerknapp.com; btate@schillerknapp.com

TOTAL: 13